

EXHIBIT 31

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3
4 ORACLE USA, INC., a Colorado
5 corporation; ORACLE AMERICA,
6 INC., a Delaware corporation;
7 and ORACLE INTERNATIONAL
8 CORPORATION, a California
9 corporation,

Case No.

2:10-cv-00106-LRH-PAL

10 Plaintiffs,

11 vs.

12 RIMINI STREET, INC., A
13 Nevada corporation; SETH RAVIN,
14 an individual,
15 Defendants.

16
17 Videotaped Deposition of

18 JAMES WARD

19 NOVEMBER 15, 2011

20 10:00 a.m.

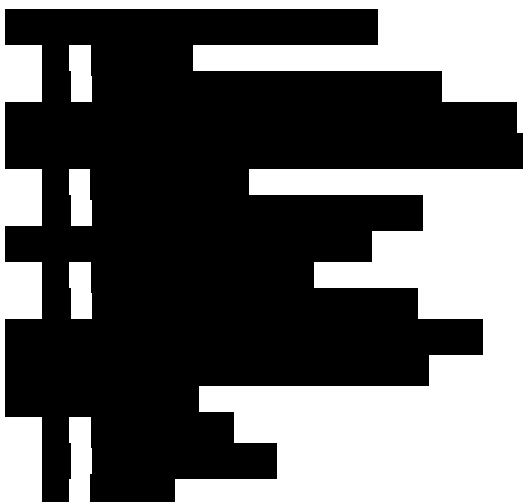


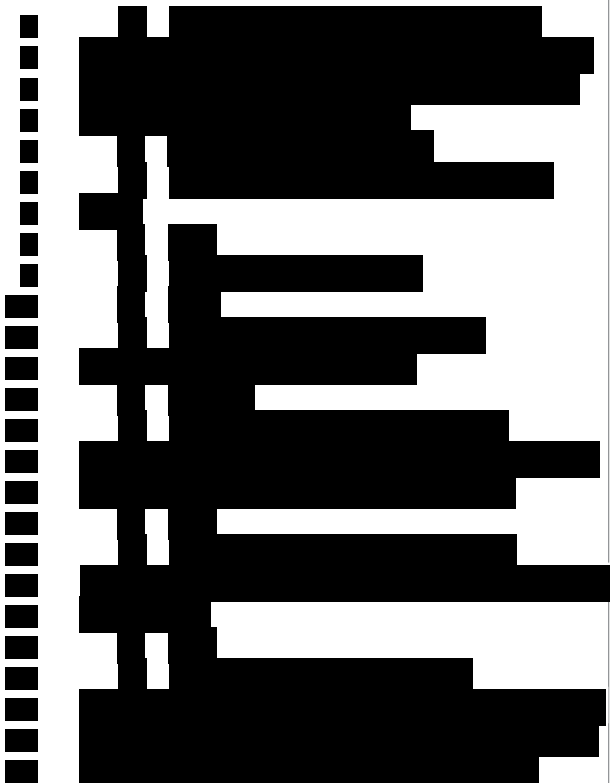
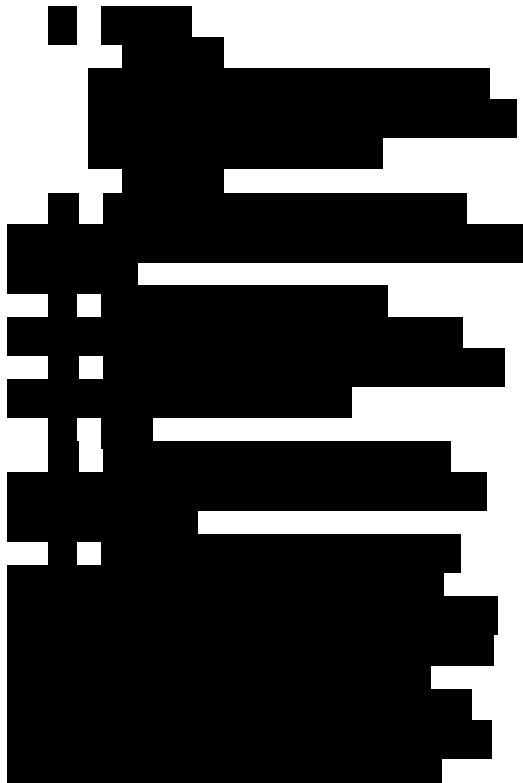
21 Taken at:

22 Vorys, Sater, Seymour and Pease, LLP

23 52 East Gay Street

24 Columbus, Ohio

25 Kimberly A. Kaz, RPR, Notary Public

<p>1 Q. Would Wendy's have switched to 2 Rimini Street for support if Wendy's believed 3 that Rimini Street provided support in any way 4 that broke the law? 5 MR. TONG: Objection to form. 6 THE WITNESS: No. 7 Q. Would Wendy's have switched to 8 Rimini Street for support if Wendy's believed 9 that Rimini Street provided support in a way 10 that went beyond the scope of their PeopleSoft 11 license agreement? 12 MR. TONG: Objection. Form. 13 THE WITNESS: No.</p>	
<p>14 ----- </p> <p style="text-align: right;">Page 46</p>	<p>17 Q. You said earlier that you were 18 involved in the decision to switch to Rimini 19 Street. Were you also involved in negotiating 20 the terms of Wendy's support agreement with 21 Rimini Street? 22 A. Yes. </p> <p style="text-align: right;">Page 48</p>
 <p style="text-align: right;">Page 47</p>	 <p style="text-align: right;">Page 49</p>

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<p>21 Q. Are you aware that in this 22 litigation today, Oracle asserts claims against 23 Rimini Street based on copy write infringement 24 we well as other claims? 25 A. No.</p> <p style="text-align: right;">Page 74</p>	<p>1 Suites from? 2 A. Oracle. 3 MR. PAPAY: That's all I have. 4 Thank you. 5 EXAMINATION OF JAMES WARD 6 BY MR. TONG: 7 Q. Good morning, Mr. Ward. My Name is 8 Jared Tong, and I represent Rimini Street and 9 Seth Ravin. I just have a few questions to 10 follow up with. 11 First of all, I believe you 12 mentioned cost being a factor when you were 13 determining whether to stay or leave Oracle 14 support; is that correct? 15 A. Yes. 16 Q. Now, was that the only factor that 17 Wendy's considered when making this decision to 18 leave? 19 A. Support model was very important to 20 us. I mean, we have to support the business. 21 We were supporting multiple business entities 22 at the time, and it was very critical -- 23 mission critical for us to have a support model 24 in place. 25 Q. Okay. Now, did you have -- strike</p> <p style="text-align: right;">Page 76</p>
<p>1 Q. If Wendy's believed that Rimini 2 Street had a business model that involved the 3 improper use of intellectual property, would 4 Wendy's have contracted with Rimini Street for 5 support?</p>	<p>1 that. Sorry. 2 When you were determining whether 3 to leave, did Wendy's -- did Wendy's have any 4 experience with poor support with Oracle, any 5 poor experiences or lack of responsiveness?</p>
<p>6 MR. TONG: Objection. Calls for 7 speculation.</p>	<p>6 A. You say before we were to leave. 7 Would you explain yourself there?</p>
<p>8 THE WITNESS: No.</p>	<p>8 Q. When you were receiving support 9 from Oracle support --</p>
<p>9 Q. If Wendy's believed that Rimini had 10 a business model that involved the improper use 11 of intellectual property, would that have made 12 Wendy's less likely to provide references to 13 other Rimini Street customers?</p>	<p>9 A. Yes. 10 Q. -- did -- do you remember any 11 instances of, I guess, poor support or lack of 12 responsiveness to Wendy's needs? 13 MR. PAPAY: Objection. Vague. 14 THE WITNESS: No.</p>
<p>14 MR. TONG: Same objection. 15 THE WITNESS: Yes.</p>	<p>15 THE WITNESS: No.</p>
<p>16 Q. Does Wendy's still use the 17 PeopleSoft products that Rimini Street 18 supported?</p>	<p>16 A. No.</p>
<p>19 A. No.</p>	<p>19 Q. You testified earlier that, I 20 believe, Wendy's has changed to E-Business 21 Suite; is that correct?</p>
<p>20 Q. You testified earlier that, I 21 believe, Wendy's has changed to E-Business 22 Suite; is that correct?</p>	<p>20 A. Yes.</p>
<p>22 A. Yes.</p>	<p>22 Q. And does Wendy's -- who does 23 Wendy's receive support Oracle E-Business</p>
<p>23 A. Yes.</p>	<p>23 Wendy's receive support Oracle E-Business</p>
<p>24 Q. And does Wendy's -- who does 25 Wendy's receive support Oracle E-Business</p>	<p>24 Wendy's receive support Oracle E-Business</p>
<p>25 Wendy's receive support Oracle E-Business</p> <p style="text-align: right;">Page 75</p>	<p>25 Wendy's receive support Oracle E-Business</p> <p style="text-align: right;">Page 77</p>

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1 I do further certify that I am not
2 a relative, counsel or attorney for either
3 party, or otherwise interested in the event of
4 this action.

5 IN WITNESS WHEREOF, I have hereunto
6 set my hand and affixed my seal of office at
7 Cleveland, Ohio, on this 22nd day of
8 November, 2011.



13 Kimberly A. Kaz

14 Kimberly A. Kaz, RPR, Notary Public
15 within and for the State of Ohio
16

17 My commission expires March 31, 2013.
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